

# EXHIBIT 7

**United States District Court  
Central District Of California**

GINA BALASANYAN, an individual, and  
NUNE NALBANDIAN, an Individual on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington  
corporation; DOES 1-100, inclusive,

Defendants.

Case No.: CV-11-05689-DDD- (JCGx)

**CERTIFIED COPY**

**DEPOSITION OF  
MATTHEW BODAKEN**

Location: 6310 San Vicente Boulevard, Suite 360  
Los Angeles, California 90048

Date: Friday, November 18, 2011 2:05 p.m.

Reporter: Willie Anderson, Jr.,  
Certificate Number 13385



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Gina Balasanyan vs. Nordstrom, Inc.

Deposition of Matthew Bodaken

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3  
4

5 GINA BALASANYAN, an )  
individual, and NUNE )  
6 NALBANDIAN, an )  
Individual on )  
7 behalf of themselves )  
and all others )  
8 similarly situated, )

9 Plaintiffs, )

10 vs. )

) Case No. CV-11-05689-DDD- (JCGx)

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**Gina Balasanyan vs. Nordstrom, Inc.****Deposition of Matthew Bodaken**

<p>1 Deposition of MATTHEW BODAKEN, called as a witness by  2 the Plaintiffs, before WILLIE ANDERSON, JR., Certified  3 Shorthand Reporter Number 13385, for the State of  4 California, with principal office in the County of Los  5 Angeles, commencing at 2:05 p.m., Friday, November 18,  6 2011, at 6310 San Vicente Boulevard, Los Angeles,  7 California.</p> <p>8 * * *</p> <p>9 APPEARANCES:</p> <p>10 FOR THE PLAINTIFFS GINA BALASANYAN AND NUNE  11 NALBANDIAN:</p> <p>12 SCHWARCZ, RIMBERG, BOYD &amp; RADER, LLP  13 BY: SHERLI SHAMTOUB, ESQ.  14 6310 San Vicente Boulevard  15 Suite 360  16 Los Angeles, California 90048  17 (323) 302-9488 x 209  18 sshamtoub@srbr-law.com</p> <p>19 FOR THE DEFENDANTS NORDSTROM, INC.:</p> <p>20 LAW OFFICES OF LITTLER, MENDELSON  21 BY: LARA K. STRAUSS, ESQ.  22 501 West Broadway  23 Suite 900  24 San Diego, California 92101-3577  25 (619) 232-0441</p> <p>ALSO PRESENT:</p> <p>Sonseraye Anderson</p> <p>APPEARING TELEPHONICALLY:</p> <p>ROSA FRUEHLING-WATSON, ESQ.</p> <p style="text-align: right;">Page 2</p>	<p>1 MATTHEW BODAKEN,  2 called as a witness by and on behalf of the Plaintiffs,  3 having been first duly sworn, was examined and  4 testified as follows:</p> <p>5</p> <p>6 EXAMINATION</p> <p>7 BY MS. SHAMTOUB:</p> <p>8 Q. Good afternoon.</p> <p>9 A. Hello.</p> <p>10 Q. Can you please state your full name for the  11 record.</p> <p>12 A. Matthew Bodaken.</p> <p>13 Q. And Mr. Bodaken, can you please provide your  14 address and telephone number of the Nordstrom store  15 that you work at.</p> <p>16 A. Sure. My home address is 1132 Beach Street,  17 and that's in South Pasadena, and the phone number at  18 Nordstrom is (818) 502-9922.</p> <p>19 Q. And Mr. Bodaken, have you testified in a  20 deposition before?</p> <p>21 A. I have not, no.</p> <p>22 Q. Okay. So before we begin with the question-  23 and-answer series, which is essentially what the  24 deposition is about, I'm going to go through the  25 admonitions.</p> <p style="text-align: right;">Page 4</p>
<p>1 INDEX</p> <p>2 Examination Page 4  3 By Ms. Shamtoub</p> <p>4</p> <p>5 PLAINTIFFS' EXHIBITS</p> <p>6 1 - A Document With "Nordstrom" At The Top 47  7 And Columns With "September" And "Date"  8 In The Top Left-hand Corner, 5 Pages</p> <p>9</p> <p>10 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER</p> <p>11 Page Line  12 (None.)</p> <p>13</p> <p>14 INFORMATION REQUESTED</p> <p>15 Page Line  16 (None.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 3</p>	<p>1 Basically, it sets forth the groundwork for  2 what takes place in the deposition, and there's certain  3 questions involved in that as well; okay?</p> <p>4 A. Okay.</p> <p>5 Q. First off, I'd like to remind you that you are  6 under oath. So anything you say here today carries the  7 same force and effect as if you were in a courtroom.</p> <p>8 Do you understand that?</p> <p>9 A. I do.</p> <p>10 Q. Please answer all the questions to the best of  11 your ability. So that means no guessing. I am  12 entitled to ask you follow-up questions.</p> <p>13 And if I ask you a question and your memory is  14 somehow jogged, then I'm entitled to any -- any  15 response that you have --</p> <p>16 A. Okay.</p> <p>17 Q. -- from that point; okay?</p> <p>18 A. Sure.</p> <p>19 Q. Also, please remember that -- don't answer  20 anything with hand or head gestures.</p> <p>21 A. Okay.</p> <p>22 Q. Provide verbal responses. I mean you can,  23 certainly, shake your head and provide hand gestures,  24 but it's quite difficult for the court reporter to  25 write that down, to get that all down.</p> <p style="text-align: right;">Page 5</p>

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1 A. I understand.  
2 Q. So please, follow-up with a verbal response;  
3 okay?  
4 A. Yes.  
5 Q. And I'll do the same. I tend to do hand  
6 gestures quite a bit. So I'll refrain as well. So it  
7 goes both ways.  
8 If you don't remember some things, please,  
9 just simply state that you don't remember.  
10 A. Okay.  
11 Q. Again, we don't want you to guess. We want  
12 your testimony to be to the best of your recollection.  
13 A. Okay.  
14 Q. I may ask you to provide me with some  
15 estimates.  
16 And do you know the difference between an  
17 estimate and a guess?  
18 A. Yes. I believe I do.  
19 Q. Just to clarify, an estimate, essentially,  
20 would be if I asked you to give me the length and width  
21 of this table in front of you, you can give me that  
22 because you're looking at it.  
23 If I were to ask you to give me the length and  
24 width of the table in the conference room adjacent from  
25 your office, you wouldn't be able to do so because you

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1 haven't seen that table.  
2 Do you understand?  
3 A. I do.  
4 Q. Okay. And as a courtesy to the court  
5 reporter, please refrain from answering any question  
6 until I, actually, finish my question; okay?  
7 A. Okay.  
8 Q. And have you taken any medications today that  
9 might impair your ability to testify?  
10 A. No, I have not.  
11 Q. Have you spoken to anyone today aside from  
12 Nordstrom's attorney concerning this deposition?  
13 A. No.  
14 Q. And have you reviewed any documents prior to  
15 this deposition?  
16 A. I have.  
17 Q. Okay. What documents have you reviewed?  
18 A. I went back through the annual performance  
19 reviews and opportunity checks that I've had with Nune.  
20 Q. What are opportunity checks?  
21 A. Opportunity checks are when incidents occur  
22 during the course of a year that require a discussion  
23 with our human resources department. And it's not --  
24 we would not want to save that for annual performance  
25 review. It's something that needs immediate -- some

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1 sort of immediate attention.  
2 So it -- we would write it up at that point or  
3 sometime near the point of occurrence to have a  
4 discussion with human resources to try to make sure the  
5 behavior is -- or actions are following with what we  
6 would consider normal Nordstrom business.  
7 Q. And how many opportunity checks did you  
8 recall --  
9 A. As I recall --  
10 Q. -- where --  
11 A. -- excuse me. There were three during the  
12 course of the time that I looked at, during the course  
13 of the time that Nune's been working here.  
14 Q. And what is this course of time? How long has  
15 Nune been working?  
16 A. Nune started in 2004, I believe, and is still  
17 employed. So until now, 2011, still, currently,  
18 employed. So from 2004 until currently.  
19 Q. I got a bit sidetracked. So let's just get  
20 back to another point that I wanted to make to you  
21 that, during the course of this deposition, the court  
22 reporter will be recording everything that we're  
23 saying.  
24 Following the conclusion of the deposition,  
25 you'll receive a transcript -- and we'll go into

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1 further detail about this at the end of the  
2 deposition -- but at that point, you'll have an  
3 opportunity to review the transcript and make any  
4 correction to your responses; okay?  
5 A. Okay. I understand.  
6 Q. Keep in mind that any response -- any  
7 corrections that you make can then be commented on at a  
8 later point throughout this litigation.  
9 A. I understand.  
10 Q. So keeping that in mind, it's quite important  
11 then, to provide the best responses that you can  
12 provide. Otherwise, it could, potentially, affect your  
13 credibility.  
14 A. I will try.  
15 Q. Mr. Bodaken, can you please state the title of  
16 your current position?  
17 A. I am the sales -- retail sales manager for the  
18 men's clothing department at the Glendale store.  
19 Q. And Mr. Bodaken, how long have you held this  
20 position?  
21 A. I've been in this particular position since  
22 July of 2002.  
23 Q. Now, the purpose of this deposition is,  
24 essentially, about Nordstrom's Dispute Resolution  
25 Program.

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1 A. Okay.  
2 Q. Were you aware that Nordstrom rolled out a new  
3 Dispute Resolution Program in June 2011?  
4 A. Yes.  
5 Q. And how were you informed of the 2011  
6 roll-out?  
7 A. The initial --  
8 MS. STRAUSS: June 2011?  
9 MS. SHAMTOUB: Yes. I'm sorry.  
10 BY MS. SHAMTOUB:  
11 Q. The June 2011 roll-out.  
12 A. The initial source of information for me was a  
13 mailer that I received from our -- I believe from our  
14 corporate offices.  
15 Q. Did you receive any information about the  
16 June 2011 roll-out from Nordstrom's HR department?  
17 A. From the store information -- human -- excuse  
18 me -- store human relations department? No. That was  
19 just a mailer from the corporate offices.  
20 Q. Were you asked to provide an Acknowledgement  
21 of Receipt for the June 2011 roll-out?  
22 A. Not that I recall.  
23 Q. Are you aware if Nordstrom rolled out another  
24 Dispute Resolution Program or another set of changes to  
25 the Dispute Resolution Program sometime in August 2011?

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1 A. Yes. That was -- I believe it was the last  
2 week of August because it's right before I was going on  
3 vacation. I remember that.  
4 Q. I love vacations.  
5 Don't we all?  
6 A. We all look forward to it. Yeah, absolutely.  
7 Q. Now, when were you first informed of the  
8 August 2011 Dispute Resolution Program?  
9 A. In a manager's meeting. It would have been on  
10 a Monday. That last Monday of August.  
11 Q. Was this meeting specific to the roll-out of  
12 the Dispute Resolution Program?  
13 A. No. It was our general manager's meeting with  
14 our store manager where it was a variety of topics.  
15 That was one of the topics our human resource manager  
16 discussed, but it's -- was a -- it was a small percent  
17 of the time spent in that manager's meeting.  
18 Q. How much time do you think was spent on the  
19 roll-out of the June 2011 Dispute Resolution Program?  
20 MS. STRAUSS: I'm sorry. Objection. Can you  
21 repeat the question.  
22 (The record was read by the Court  
23 Reporter as follows:  
24 "Q. How much time do you think was  
25 spent on the roll-out of the June 2011

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1 Dispute Resolution Program?")  
2 MS. STRAUSS: Thank you. Sorry.  
3 You can go ahead.  
4 THE WITNESS: In the manager's meeting, I  
5 believe, it would have been, probably, maybe five  
6 minutes, not much -- not much more than that.  
7 Maybe up to ten, only in that it was discussed  
8 briefly, and then we all needed to sign it and turn it  
9 in before the end of the meeting.  
10 BY MS. SHAMTOUB:  
11 Q. What did you need to sign?  
12 A. Just an acknowledgement that we had received  
13 that information.  
14 Q. That you had received the training or that you  
15 had received the Dispute Resolution Program?  
16 A. Received the sheet that listed the information  
17 on there just -- so I guess it would be the program.  
18 It's at least our -- my understanding of the program,  
19 yes.  
20 Q. Were there any employees present at this  
21 meeting?  
22 A. Just other department managers or assistant  
23 managers.  
24 Q. I'm sorry. By "employees," I meant  
25 nonmanagerial employees.

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1 A. None that I recall, no.  
2 Q. And do you recall if you received any  
3 documents reflecting the specific changes made to the  
4 Dispute Resolution Program by way of the August 2011  
5 update?  
6 A. No.  
7 MS. STRAUSS: Objection. Vague.  
8 You mean as opposed to the Dispute Resolution  
9 Program?  
10 MS. SHAMTOUB: Yes.  
11 MS. STRAUSS: Okay. You can go ahead and  
12 answer.  
13 THE WITNESS: No. I don't recall any  
14 difference.  
15 BY MS. SHAMTOUB:  
16 Q. And what were you instructed was your role as  
17 to the roll-out of the 2011 Dispute Resolution Program?  
18 A. To take the sheets -- they gave us one for  
19 each of my crew -- members of my crew -- and to ask  
20 them to read it and then to sign it and return it to  
21 our human resources department.  
22 Q. So was one of your roles to make sure  
23 everybody in your department signed the Acknowledgement  
24 of Receipt of the Dispute Resolution Program?  
25 A. Yes.

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1 Q. And once an employee in your department signed  
2 the Acknowledgement, were you then required to turn  
3 that -- I'm sorry.

4 Once the employee in your department signed  
5 the Acknowledgement, were they required to turn that  
6 over to you?

7 A. If -- if I was working with them, yes, I asked  
8 them to give it, and I would turn it back into human  
9 resources for them, yes.

10 Q. And how many employees do you have in your  
11 department?

12 A. Four people that I supervise.

13 Q. And when did you -- how long after the  
14 meeting, the manager meeting that you had, when you  
15 first learned of the August 2011 Dispute Resolution  
16 Program change, did you then turn -- submit those  
17 documents over to the employees in your department?

18 A. Depended on when those employees were working.  
19 So if -- if they were off some of the time, it was  
20 gonna -- I was gonna have to hold it until the next  
21 time they would be in the store, in the department  
22 working.

23 Q. So you tried to get it to them the first time,  
24 but they came back after you first learned of the  
25 program?

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1 A. Yes. Yes.

2 Q. And how long did it take for them to return  
3 the signed Acknowledgement to you?

4 A. I -- I had one person -- I had two people -- I  
5 had one person out on vacation. Nune was on a medical  
6 leave at the time, and two other individuals, the days  
7 they worked, they both signed it and turned it back in.

8 Q. Prior to getting the signed Acknowledgement  
9 back from your employees, did HR follow up with you  
10 regarding retrieval of the signed Acknowledgement?

11 A. I, actually, notified them the fact that I had  
12 two people that were not gonna be working during the  
13 course of that week, and that was the week before,  
14 again, I was leaving to go on vacation.

15 So we had a discourse just to let them know  
16 that I could either take care of it upon my return or  
17 if they needed it to get taken care of, I would refer  
18 the employees to contact human resource.

19 And that's what we asked -- they asked me to  
20 do was to refer them up to human resources while I was  
21 gone.

22 Q. And how long were you gone?

23 A. I was gone for about, If I recall, right about  
24 11 days, and it started the following Saturday after  
25 that manager's meeting.

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1 Q. Did you return -- so mid-September were you  
2 back?

3 A. I got back to work on, I believe, it was  
4 September 13th. It would have been that -- the -- the  
5 week after Labor Day, the Monday after Labor Day. It  
6 was either that Monday or that Tuesdays, If I recall.

7 Q. And upon your return from your vacation time,  
8 did HR contact you regarding the outstanding  
9 Acknowledgement?

10 A. Yes. Yes.

11 Q. And what did they say to you?

12 A. We still had to work on -- because Nune was  
13 still on a medical leave, so she hadn't yet returned.  
14 So we still had to work to try to make sure that she  
15 got hers signed and then turned back in.

16 Q. Was anybody else outstanding?

17 A. I had -- the one person that was on vacation  
18 had taken care of it during the course of my vacation,  
19 and so it was just Nune's left to do, that I recall.

20 Q. And what do you mean by "work on"?

21 A. If -- If I recall -- I'm trying to -- "work  
22 on," I guess, refers to either -- because Nune and my  
23 schedule were opposite during the course of that week  
24 when I returned, so she was gonna be working on two or  
25 three days that I would not be present. And then I was

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1 working days when she would not be present.

2 So it was -- the discourse that I would have  
3 had with her would have been through a note which  
4 would -- or some sort of information.

5 I might have left in as -- we could do as part  
6 of your personal -- we could put a note in on our  
7 computer where there's a to-do list that's generated.

8 So that -- when I say "work on," it's how I  
9 would try to contact her since she and I were not  
10 working together.

11 Q. And what was the resolution that you came to  
12 with HR?

13 A. HR was gonna attempt to get it taken care of  
14 since they would see her and ask her to -- before I  
15 would.

16 By that time, we were, roughly, three to --  
17 nearly three weeks past when it was given to the rest  
18 of the store. So we were trying to get that, I think,  
19 all taken care of.

20 Q. So when was this conversation? When you had  
21 this conversation with HR, was this prior to  
22 Ms. Nalbandian returning from her leave or after?

23 A. Yes. It would have been upon my return back  
24 from vacation. It would have been during the course of  
25 that week, probably, a day or two before she came back

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1 from her leave.  
2 Q. Now, during the meeting, when you first  
3 learned of the August 2011 Dispute Resolution  
4 Program -- let's just call it the August meeting.  
5 A. Okay.  
6 Q. Were you instructed what to do if somebody did  
7 not sign the Acknowledgement form?  
8 A. Not that I recall. There weren't -- it wasn't  
9 anything specific. It was just -- it was just ask  
10 for -- to get a signature, and that's pretty much the  
11 extent of the instruction that I remember being given.  
12 Q. Were you aware of any impact on the employee  
13 if they didn't sign the Acknowledgement?  
14 A. No.  
15 MS. STRAUSS: Objection. Vague.  
16 THE WITNESS: Sorry. I'm sorry. No. Not  
17 that I'm -- I wasn't -- yeah. That's not something  
18 that was discussed or mentioned.  
19 BY MS. SHAMTOUB:  
20 Q. Do you know if any employees were written up  
21 for signing to -- for refusing to sign the  
22 Acknowledgement?  
23 A. I would only know about my department, and I  
24 did not broach that, and no one in my department was.  
25 Q. Were you instructed what to do if one of the

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1 employees in your department requested an opportunity  
2 to review the Dispute Resolution Program prior to  
3 signing the Acknowledgement form?  
4 A. That would -- that would have been fine. I  
5 mean, I allowed at the time -- I think 'cause I had --  
6 when Nune and I, finally, worked together that  
7 following week, my understanding from talking to her is  
8 that she had not yet turned it back into human  
9 resources.  
10 And so I said, "Well, you know, if you need to  
11 get someone to make it clearer or want to be clear on  
12 it, you can." We just wanted to get that -- it was  
13 just some paperwork that needed to get resolved.  
14 Q. So did you then end up handing Nune the  
15 Dispute Resolution Program?  
16 A. I had left a copy in her -- she had a personal  
17 box there. So she had one available. I did not give  
18 it to her. She had one already 'cause I left it there  
19 for her.  
20 Q. During the August 2011 meeting, were you  
21 instructed regarding the effect of the Dispute  
22 Resolution Program on individuals who are involved in  
23 litigation?  
24 A. No. We didn't discuss anything of that sort,  
25 no.

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1 Q. This is in line with the question -- the other  
2 question as well.  
3 Were you instructed what to say to any  
4 individuals -- any employees who were involved in  
5 litigation about the Dispute Resolution Program?  
6 A. No.  
7 Q. Were you given general talking points of what  
8 to say to employees as you were handing out the Dispute  
9 Resolution Program?  
10 A. Essentially, what she went over in that  
11 manager's meeting was just to notify the employees that  
12 it was new information, and it was something that they  
13 could read over, and it was just to sign as  
14 acknowledgement that they had received that  
15 information. And that was the extent of it.  
16 Q. Did you tell the employees in your department  
17 that signing the Acknowledgement only had the effect of  
18 showing receipt of the Dispute Resolution Program?  
19 A. Yes.  
20 Q. Did any of the employees ask you whether  
21 signing for it had any other impact?  
22 A. No.  
23 Q. Did you communicate to them that signing the  
24 Acknowledgement didn't mean that they were signing an  
25 agreement?

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1 MS. STRAUSS: Can you read that back.  
2 (The record was read by the Court  
3 Reporter as follows:  
4 "Q. Did you communicate to them that  
5 signing the Acknowledgement didn't mean  
6 that they were signing an agreement?")  
7 THE WITNESS: As far as I understood it, yes.  
8 Yes.  
9 BY MS. SHAMTOUB:  
10 Q. As far as you understood it -- I'm sorry. I  
11 don't quite understand what yes means.  
12 What are you saying yes to?  
13 A. Well, I guess I'm not 100 percent clear on the  
14 question, but...  
15 Q. I can clarify the question --  
16 A. Sure.  
17 Q. -- because I want you to --  
18 A. Okay. Please.  
19 Q. -- be clear.  
20 A. Okay.  
21 Q. So when you told them that signing the  
22 Acknowledgement only meant that they were signing  
23 receipt of the actual Dispute Resolution Program, the  
24 document, did you also inform them that it did not --  
25 when they signed for the Acknowledgement, it did not

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1 mean that they were signing an agreement?  
 2 A. I -- I did not consider that. To me I  
 3 strictly considered it as an acknowledgement of receipt  
 4 of information. So that's as far as I gave information  
 5 to my crew.  
 6 I didn't consider it as an agreement or  
 7 anything further because I -- I didn't consider at the  
 8 time any potential litigation. I just considered it as  
 9 a statement of information from Nordstrom that the crew  
 10 needed to acknowledge receipt of. That's as far as I  
 11 discussed it with them.  
 12 Q. And do you know if any employees gained any  
 13 benefits from the new Dispute Resolution Program?  
 14 A. Again, I'd only know of my crew, and no. None  
 15 of my crew, no.  
 16 Q. Did any of your employees that you work with  
 17 receive increased wages because of the Dispute  
 18 Resolution Program?  
 19 A. No.  
 20 Q. Given any other kind of perks?  
 21 A. No.  
 22 Q. No reduction in hours?  
 23 A. No.  
 24 Q. Were you instructed as to whether or not  
 25 employees could make any changes to the Dispute

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1 Resolution Program?  
 2 A. No.  
 3 Q. Were you -- are you aware if employees could  
 4 make changes to the Dispute Resolution Program?  
 5 A. I'm not aware, no.  
 6 Q. Did any of the employees that you handed the  
 7 Dispute Resolution Program out to make any changes to  
 8 the body of the document?  
 9 A. Not that I'm aware of, no.  
 10 Q. Did they indicate any changes on their  
 11 signature line?  
 12 A. No.  
 13 Q. Did anybody in your department refuse to sign  
 14 the Acknowledgement form?  
 15 A. No.  
 16 Q. Is Nune Nalbandian in your department?  
 17 A. She is.  
 18 Q. And how long have you worked with  
 19 Ms. Nalbandian?  
 20 A. Since 2004. I believe it was June. It was  
 21 prior to our summer sale season.  
 22 Q. That's a long time.  
 23 A. It is.  
 24 Q. Okay. So you already told us that  
 25 Ms. Nalbandian was on leave during the time that the

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1 Dispute Resolution Program was handed out to the other  
 2 employees in your department; correct?  
 3 A. Yes.  
 4 Q. And upon her return, I think you already  
 5 stated that there was a period where you overlapped,  
 6 that you were working as was Ms. Nalbandian.  
 7 A. She and I weren't working together. She came  
 8 back, I think, on a Wednesday which was -- it was -- we  
 9 just had crisscrossed on days that she was working, and  
 10 I was not there, and I was working and she was not  
 11 there for, I think, the first six days that she was  
 12 back effective working.  
 13 It was either the first five or six days. I'd  
 14 have to look, exactly, at the calendar.  
 15 Q. And so after that period on the sixth day,  
 16 let's say on the day that you guys did, in fact, work  
 17 together, did you follow up with Ms. Nalbandian about  
 18 the Dispute Resolution Program?  
 19 A. Yes. I inquired as to whether or not it had  
 20 been taken care of, whether or not she had received it,  
 21 seen it, signed it, and turned it into human resources.  
 22 Q. Now, did you understand that to be your role  
 23 and your responsibility to make sure that the employees  
 24 in your department had signed the Acknowledgement form?  
 25 A. Yes.

Page 24

1 Q. At that time, did Ms. Nalbandian communicate  
 2 that she had or had not signed the Acknowledgement  
 3 form?  
 4 A. She had received it but -- or she had seen it  
 5 and not signed it yet or not turned it back in.  
 6 Q. Did she provide you with a reason?  
 7 A. My understanding was she wanted to still -- to  
 8 get some more information about it.  
 9 Q. Did she ask you any specific questions about  
 10 the new Dispute Resolution Program?  
 11 A. No.  
 12 Q. Did you instruct her to speak to HR?  
 13 A. I did.  
 14 Q. Now, if you recall, how many days after you --  
 15 your first encounter with Ms. Nalbandian, upon her  
 16 return and upon your return from vacation, do you know  
 17 did Ms. Nalbandian go and speak with HR about the  
 18 Dispute Resolution Program?  
 19 MS. STRAUSS: Objection. Calls for  
 20 speculation. Lacks foundation.  
 21 You can answer.  
 22 THE WITNESS: I would -- yeah. I don't know  
 23 exactly. I believe it was taken care of within,  
 24 probably, the next two to three days. If I recall  
 25 right -- and, again, I'm estimating on this is -- it

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1 would have been the following -- the following -- early  
 2 the following week is when she would have got it taken  
 3 care of with human resources, and it would have been on  
 4 a day that I was not working.  
 5 BY MS. SHAMTOUB:  
 6 Q. Did you -- until Ms. Nalbandian, actually,  
 7 went up to -- or went into HR to speak with them about  
 8 the Dispute Resolution Program, did you follow up with  
 9 her daily about having -- having -- about signing the  
 10 Acknowledgement?  
 11 A. I don't recall discussing it with her after  
 12 that. I -- I recall going to human resources the  
 13 following week on a day -- it was, probably, again, a  
 14 day that she and I schedules were opposite.  
 15 And I asked and they -- human resources  
 16 informed me at that time that they had a copy of  
 17 her (sic) -- and had just acknowledged that she had  
 18 received it. And that was -- after that, I did not  
 19 broach the subject with Nune anymore.  
 20 Q. Did Ms. Nalbandian speak to you after she  
 21 spoke with the HR department about her interactions  
 22 with the HR department regarding the Dispute Resolution  
 23 Program?  
 24 A. Not that I recall, no.  
 25 Q. Did she inform you that she hadn't signed the

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1 Acknowledgement?  
 2 A. She did not, no.  
 3 Q. Prior to Ms. Nalbandian speaking to HR about  
 4 the Dispute Resolution Program, were you receiving  
 5 reminders from HR to have Ms. Nalbandian sign the  
 6 Acknowledgement?  
 7 A. Not per se, no. It was more -- I had  
 8 discussed it -- we had discussed it one of those days,  
 9 again, when we were crisscrossing schedules.  
 10 And so this has -- it -- and I had  
 11 mentioned -- when I discussed it with human resources,  
 12 I also discussed with my -- whether the other employee  
 13 had resolved it. They said, yes. That one had, but  
 14 Nune's we still needed to get it taken care of.  
 15 So I think that was the only discussion I had.  
 16 I wasn't getting daily -- any daily notice or anything  
 17 of that sort reminding me to get it taken care of. It  
 18 was just that one discussion, that was that next time  
 19 when I asked Nune whether it was getting taken care of.  
 20 And then the following week, when I spoke to  
 21 human resources, and they said they had acknowledged it  
 22 from her, and that was -- that was the end of it.  
 23 Q. Did you feel that you could get -- it would be  
 24 a reflection on you if the employees in your department  
 25 did not sign their Acknowledgement form?

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1 A. No. Yeah. No, I don't -- I was not -- yeah.  
 2 I didn't feel, like, it was a opportunity for reprimand  
 3 or anything of that sort. If that's what you're asking  
 4 me, no.  
 5 Q. Was it an opportunity to show outstanding  
 6 managerial skills if you were to have your employees  
 7 turn around the Acknowledgement quickly?  
 8 A. No. Not that either. It was a daily duty,  
 9 essentially.  
 10 Q. Prior to today's deposition, were you aware  
 11 that Ms. Nalbandian was involved in litigation?  
 12 A. I became aware of it, yes.  
 13 Q. And aside from conversations you had with  
 14 Counsel, that you can't disclose, how were you made --  
 15 were you made aware of Ms. Nalbandian's litigation?  
 16 A. By our human resources department.  
 17 Q. And when were you informed of Ms. Nalbandian's  
 18 litigation?  
 19 A. Looking back on it, it would have been the  
 20 week of October 17th, I believe. It was either the  
 21 17th or 18th, which I believe was a Monday or Tuesday.  
 22 Q. And what, specifically, were you told?  
 23 A. Just that there was a possibility of a lawsuit  
 24 or a lawsuit involved, and that I might have to discuss  
 25 things with Counsel and possibly give a deposition.

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1 Q. Were you informed about the substance of the  
 2 lawsuit?  
 3 A. In general terms that it involved the Dispute  
 4 Resolution Program and also -- just that it involved  
 5 Nune.  
 6 Q. So just to clarify -- and actually I apologize  
 7 if you had already answered this.  
 8 After Nune spoke with HR, did you ask her  
 9 whether she had signed the Dispute Resolution  
 10 Program -- the Acknowledgement to the Dispute  
 11 Resolution Program?  
 12 A. No. I -- once I was informed by HR it had  
 13 been handled or been resolved, I didn't consider it  
 14 anymore.  
 15 Q. Were you ever informed by HR that she hadn't  
 16 signed the Dispute Resolution Program, the  
 17 Acknowledgement to the Dispute Resolution Program?  
 18 A. Yeah. That was -- that was the discussion  
 19 that we had. Just that they had -- they had  
 20 acknowledged that she had received it, and that was,  
 21 essentially, all they were going to need.  
 22 Yeah. All they were going to need in terms of  
 23 my responsibility, the matter was done. I didn't have  
 24 any further responsibilities in that.  
 25 Q. Did anybody else inform you, other than HR,

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1 that Nune, Ms. Nalbandian, hadn't signed the  
2 Acknowledgement?  
3 A. No.  
4 Q. And during your employment with Nordstrom,  
5 were there any other instances where Nordstrom required  
6 current employees to acknowledge receipt of a change to  
7 the Dispute Resolution Program?  
8 MS. STRAUSS: Objection. Lacks foundation.  
9 Calls for speculation.  
10 And you can answer based on what you know.  
11 THE WITNESS: No. That was -- that's the only  
12 time I recall having to do with a Dispute Resolution  
13 that we had to sign acknowledgement.  
14 BY MS. SHAMTOUB:  
15 Q. Okay. And so, as your role of manager, you  
16 assign the schedule for the employees that you work  
17 with; correct?  
18 A. Yes.  
19 Q. And you stated prior that you have four  
20 employees that you supervise?  
21 A. Yes.  
22 Q. And are all of those employees full-time  
23 employees?  
24 A. No.  
25 Q. How many employees are full-time?

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1 A. Full time -- essentially, if -- to explain it  
2 to you, it's what their availability is. Three of them  
3 are available as full-time employees. Meaning, that  
4 they are -- would like to work or available to work  
5 40 hours a week, and the fourth employee is not --  
6 that's limited employee -- excuse me. There is limited  
7 hours available.  
8 Q. How many hours -- sorry for cutting you off.  
9 Were you going to continue?  
10 A. That's -- I'm sorry. I was trying to think  
11 back whether or not I had answered your question.  
12 Q. No. You answered.  
13 A. Okay.  
14 Q. The fourth employee, who you indicated is not  
15 full-time, how many hours have they indicated they're  
16 available to work?  
17 A. It's weeknights. During the course of the  
18 week, and then weekends. Full availability weeknights  
19 is usually from 5:00 p.m. on.  
20 Q. So how much -- how many hours a week does that  
21 translate into?  
22 A. I -- it would be -- for that individual it's,  
23 probably, somewhere between 25 to 30 hours.  
24 Q. Now, are full-time employees entitled to  
25 benefits that part-time employees are not entitled to?

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1 MS. STRAUSS: Objection. Outside the scope.  
2 You can answer it based on what you know.  
3 THE WITNESS: It -- it depends on the  
4 insurance program, I believe, they're enrolled in.  
5 I -- there's some human resource issues that I'm not  
6 100 percent clear on with that.  
7 But I know it's based on -- part of their  
8 eligibility on insurance benefits is based upon the  
9 hours that they work. So full-time employees tend to  
10 be more accessible to that -- if I understand it -- how  
11 the program works correctly.  
12 BY MS. SHAMTOUB:  
13 Q. And do you know how many hours a week is  
14 considered full-time for your department?  
15 A. Thirty-five is probably -- would -- I would  
16 consider it to be -- we tend to schedule eight-and-a-  
17 half-hour shifts, but it really -- it fluctuates, but I  
18 would -- as a blanket term, I would say 35.  
19 Q. So do the number of hours assigned to your  
20 employees change per pay period?  
21 A. They do. It -- yes.  
22 Q. And how do you determine the number of hours  
23 assigned to each employee in your department?  
24 A. I -- on a monthly basis, I'm given -- through  
25 our human resources department, store manager -- a

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1 number of hours that is available to the entire  
2 department to schedule. From that, I attempt to cover  
3 the floor.  
4 And when I say "cover the floor," make sure  
5 there's enough sales people available to assist  
6 customers, over the course of the month, in a manner I  
7 think would best service the people that might want to  
8 shop.  
9 Q. And do you do that in conjunction with other  
10 managers?  
11 A. No. I do it based on my area specifically,  
12 but it -- again, it's -- I schedule based on what --  
13 the hours that I'm allotted to the department.  
14 Q. And how are these hours determined?  
15 A. My understanding -- human resources/store  
16 manager does it. It's based on business trends. It's  
17 based on past sales performance the prior year. It's,  
18 usually, based on a three-month trend prior to that as  
19 well.  
20 So depending upon what they foresee in terms  
21 of sales events and things coming up, they will  
22 designate a certain amount of hours available for a  
23 department to staff.  
24 Q. And then from that number of hours that you  
25 receive, how do you determine how to distribute those

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1 hours to your employees?  
 2 A. It's -- our schedule is -- we rank our  
 3 schedule. So from in my case, it's from one to four.  
 4 From that I will designate hours based on what is a --  
 5 I work with the sales people, and what is their  
 6 availability.  
 7 Whereas they may be available full-time, they  
 8 might have preferential days or times that they are --  
 9 they would like to work.  
 10 So I would take the top person and work my way  
 11 down the list in terms of how the employees are ranked,  
 12 and then I rank them -- I'm giving you the whole -- the  
 13 whole enc- -- the whole enchilada.  
 14 But I rank them based on sales, service, and  
 15 teamwork. And so, based on how they are producing in  
 16 those three areas and how many hours I have available,  
 17 and then what their availability is, I would then do  
 18 the schedule.  
 19 Q. If somebody has high sales and they have lower  
 20 teamwork would the highest sales overpower the lower  
 21 teamwork?  
 22 Well, I guess, what I'm trying to say is:  
 23 Does higher sales take priority over the service and  
 24 the teamwork or are they all on the same footing?  
 25 A. For me, I assess it altogether. I try to be

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1 consistent in all three of those areas. With one area  
 2 is very good, but the other area is not, it will affect  
 3 the overall performance around. So that's why I want  
 4 all three of those areas to be consistent and strong.  
 5 Q. And do you give preference to full-time  
 6 employees over part-time employees when creating your  
 7 schedules?  
 8 A. No.  
 9 Q. So you would, essentially, be open to the idea  
 10 of giving a full-time employee less hours than a  
 11 part-time employee?  
 12 MS. STRAUSS: Objection. Mischaracterizes the  
 13 testimony.  
 14 You can go ahead.  
 15 THE WITNESS: If -- could you repeat the  
 16 question back to me just to make sure I'm clear?  
 17 Sorry.  
 18 MS. STRAUSS: Yes. He can read it back.  
 19 (The record was read by the Court  
 20 Reporter as follows:  
 21 "Q. So you would, essentially, be open  
 22 to the idea of giving a full-time  
 23 employee less hours than a part-time  
 24 employee?"  
 25 THE WITNESS: If they're doing -- if I feel

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1 that they're doing the job efficiently in all three of  
 2 those areas, it's possible, yes. It's just as possible  
 3 in the opposite way.  
 4 I mean, if the part-time employee is doing a  
 5 better job in all three of those areas, they might get  
 6 the different type of hours -- or, you know, a  
 7 different set of hours, so...  
 8 BY MS. SHAMTOUB:  
 9 Q. Now, your determination of the ranking, which  
 10 is made up of the sales and the service and the  
 11 teamwork, is that based off of Nordstrom's policy of  
 12 how to rank employees?  
 13 A. I would call it a guideline, yes. In terms  
 14 of -- it's Nordstrom's guidelines, but it's -- and  
 15 that's the one thing that, as a manager, I'm allowed to  
 16 work with, again, what I understand of that as well.  
 17 So it's -- they allow some leeway. There's  
 18 a -- it isn't dictated to me on how to rank people.  
 19 It's given that this is how we would like you to review  
 20 and maintain the sales associates in the store. And  
 21 then I take that information, and then I can do the  
 22 ranking.  
 23 Q. Do they have other areas that you're not using  
 24 in your ranking?  
 25 A. No.

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1 Q. And how often do you rank the employees in  
 2 your department?  
 3 A. It's done on a monthly basis. So each time we  
 4 do the schedules, they want us to review that.  
 5 Q. Now, is this something that you do,  
 6 personally, or is it something that HR has indicated  
 7 that you have to do?  
 8 A. I do -- I do it, personally, but they want us  
 9 to consider it on a month-to-month basis.  
 10 Q. Okay. So is Ms. Nalbandian a full-time  
 11 employee?  
 12 A. She has requested full-time availability for  
 13 full-time hours, yes.  
 14 Q. And I think you stated that you don't think  
 15 she's entitled to a certain number of hours because she  
 16 is a full-time employee.  
 17 A. No. I don't recall saying that. She's --  
 18 she's -- she's got some specific scheduling needs, but  
 19 she's -- would she -- depending upon the time, she's  
 20 available close to full-time hours, so...  
 21 But I guess I'm not sure. "Entitled"? I  
 22 guess I'm not sure how to -- the intent of entitled in  
 23 that question so...  
 24 Q. Thanks for clarifying it, actually.  
 25 A. Okay.

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1 Q. So what restrictions does she have on her  
2 availability?  
3 A. She's -- she's got religious observation  
4 during the course of the week on Saturdays. She'd also  
5 like to consider those possibilities, occasionally, on  
6 Monday and/or Wednesdays. So I try to adjust the  
7 schedule around those.  
8 Q. So she's, essentially, free any time on  
9 Sunday, any time on Tuesdays, Thursday and Friday?  
10 A. Yes. Yes.  
11 Q. Are you aware how many hours Ms. Nalbandian is  
12 currently assigned?  
13 A. This month I'm not. I couldn't give you a  
14 specific answer, no.  
15 Q. How far ahead do you determine the assignment  
16 for your employees? So let me rephrase that because I  
17 don't think it came out quite clear.  
18 So per pay period, you develop a new schedule;  
19 is that correct?  
20 A. Yes.  
21 Q. How far ahead through that pay period do you  
22 develop the schedule?  
23 A. Usually about -- I'll start a schedule roughly  
24 a month ahead of time. So -- and they like us -- human  
25 resources likes for us to post the schedule by the 15th

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1 of the prior month.  
2 So, like, in this instance, we would, ideally,  
3 post on November 15th for the December schedule. And  
4 I'll start writing it, probably, around November 1st.  
5 Meaning, I'll have -- start it and roughly give myself,  
6 you know, close to 10 days, two weeks to get a schedule  
7 ready so I can post it on the 15th.  
8 Q. So --  
9 A. Essentially, a month ahead of time. That's a  
10 longwinded way to get to a month ahead of time.  
11 Q. And do you provide -- by posting, do you mean  
12 you provide the schedules to your employees a month --  
13 A. Yes.  
14 Q. -- prior to?  
15 A. Well, no. I post it so it's, roughly, two  
16 weeks prior to the month. So, like, they would get it  
17 November 15th. That's the ideal goal. And so that  
18 would start December 1st through December 31st.  
19 And then I'd do it again, December 15th for  
20 January 1st through the end of the month.  
21 Q. Okay so two weeks before?  
22 A. Two week before the month begins.  
23 Q. Okay.  
24 A. I -- just to clarify that is because when you  
25 say pay period, pay periods are broken in half. We

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1 don't do a full month pay period. We do a 1st and  
2 15th, and 16th through the end of the month. That's  
3 why I wanted to be clear.  
4 It's two weeks ahead of the first pay period,  
5 but four weeks ahead of the second pay period.  
6 Q. But you developed each -- so the schedules are  
7 two-week long schedules; correct? Or are they month  
8 long schedules?  
9 A. It's -- I give a month's worth of schedule.  
10 It's broken down --  
11 Q. Okay.  
12 A. -- into two-week periods because that's how we  
13 do our pay.  
14 Q. So do you disseminate the first two-week  
15 portion of the schedule two weeks prior to the start of  
16 that particular pay period?  
17 A. I give the whole month's schedule two weeks  
18 prior to --  
19 Q. Okay.  
20 A. -- the start of the month.  
21 Q. I see. Okay.  
22 A. So half of it is, yes.  
23 Q. So half of it they receive two weeks before.  
24 The other half they're receiving, essentially?  
25 A. Yes.

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1 Q. Okay. Thank you for clarifying.  
2 Do you know how many hours are assigned to  
3 your department?  
4 A. It changes on a monthly basis. Again, it's  
5 based on business trends.  
6 Q. Do you know how many hours are assigned this  
7 month?  
8 A. I -- I don't know.  
9 MS. STRAUSS: Outside the scope of the  
10 deposition.  
11 You can go ahead and answer.  
12 THE WITNESS: I -- I don't recall  
13 specifically. I -- it -- it's -- yeah. I don't recall  
14 specifically how many was given.  
15 I -- I know that I use as much as they give us  
16 because they've been scheduling very tight over this  
17 past eight-month period. So if hours are available,  
18 I'm using them.  
19 BY MS. SHAMTOUB:  
20 Q. Okay. So what's Ms. Nalbandian's ranking?  
21 A. Right now she ranks four out of four.  
22 Q. And how long has that been her ranking?  
23 A. It's been pretty consistent. My crew has not  
24 changed in quite some time. I've -- I've got a very  
25 well established crew, and her position has been

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1 consistent for a number of years. I'd have to go back  
2 to see. It was, probably, when I had more people on  
3 the crew it may have changed. But since I've had four  
4 people on the crew, she's been, consistently, in that  
5 No. 4 spot.  
6 Q. How long have you had four people on your --  
7 on your team?  
8 A. I believe -- It, probably, was around 2008,  
9 2009, when business trends really got difficult. I  
10 think I may have -- in earlier 2008, I might have had  
11 five sales people. I might have had an additional  
12 person that we just never rehired because business got  
13 very difficult later in that year.  
14 Q. Do you know how Ms. Nalbandian ranks in  
15 Nordstrom overall for her sales?  
16 A. I couldn't tell you, specifically. In -- in  
17 terms of the -- I guess, if you're asking me for just  
18 the store itself -- like, are you asking me just  
19 Glendale, like, where she ranks there, I can only give  
20 you an estimate of where that might be. I don't know,  
21 specifically, where it is.  
22 Q. If you feel comfortable giving an estimate,  
23 I'd appreciate that.  
24 A. Last year she probably ranked overall in her  
25 sales probably somewhere in the top -- in the top 15 to

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1 20 in employees.  
2 Q. And the other four people in your team?  
3 A. Were -- two of them were in the top ten, and  
4 then the part-time individual was in -- was lower  
5 ranked but, probably, in the top 50 in the store.  
6 Q. Okay. Do you take that into consideration,  
7 the fact that the person -- the part-time was ranked  
8 top 50 in the store?  
9 A. Sure. Absolutely.  
10 Q. But Ms. Nalbandian was topped -- was ranked  
11 somewhere in between the 15 to 20 percent in the store.  
12 Do you take that into consideration when you  
13 determine your ranking within your team?  
14 A. Yes. Absolutely, yes.  
15 Q. And how does that effect your ranking within  
16 your team?  
17 A. Again, that's -- that's a part of it. That's  
18 a third of it, and that's -- and to me that's  
19 significant. It's -- it's the sales part of it.  
20 And then, again, service and teamwork are the  
21 other two parts that I take into account.  
22 Q. So --  
23 A. It isn't more significant than the other two  
24 parts, I guess, if you're asking me. It's significant.  
25 It's sales results, but it's -- again, it's -- service

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1 and teamwork are, equally, significant.  
2 Q. So how does Ms. Nalbandian rank in service?  
3 A. It -- if --  
4 MS. STRAUSS: I'm gonna object. It's vague.  
5 It mischaracterizes the testimony, and I believe  
6 they're all considered together.  
7 But you can go ahead.  
8 THE WITNESS: If you're asking me how --  
9 BY MS. SHAMTOUB:  
10 Q. Do you --  
11 A. Go ahead.  
12 Q. Before you come out -- before you come out  
13 with your total ranking, do you assign a score or a  
14 rank to each component that you're taking into  
15 consideration? So a score for the sales, a score for  
16 the service, and the score for the teamwork?  
17 A. No. I take -- again, it's my assessment, my  
18 personal assessment. I take all three of those factors  
19 into account.  
20 Q. So then how do you perceive Ms. Nalbandian's  
21 service?  
22 A. If you're asking me in a general term, I feel  
23 she's -- she does a very good job. I feel my entire  
24 crew does a very good job. I feel the four individuals  
25 I have working for me are four of the best service

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1 individuals in the store.  
2 In over 250 employees, I think, I, probably,  
3 have four out of the top ten overall. And so I feel  
4 she is -- individually, she does a good job servicing  
5 the customers.  
6 Q. I believe you stated that you didn't know how  
7 many hours were assigned to Ms. Nalbandian within --  
8 A. I couldn't say specifically for, like, if  
9 you're asking me for this pay period. No. I know that  
10 it's not -- it's -- just from discussions with her,  
11 that she would like more hours.  
12 So I can't tell you, like, she's working, you  
13 know, 39 and a half hours this pay period. I don't  
14 know, specifically, how much it is.  
15 Q. Do you know if her -- the time that's been  
16 assigned to her has stayed consistent throughout, let's  
17 say, the past six months?  
18 A. It's been -- it's been -- it's been less, and  
19 it's in part because where she ranks on the schedule,  
20 and it's the amount of hours that I have available  
21 given to me.  
22 The store has made a conservative effort  
23 across the board in terms of how they designate hours  
24 to us. The scheduling process was different a year  
25 ago -- 8, 10, 12 months ago -- where we were allowed,

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<p>1 as managers, to schedule to needs a bit more, and then 2 they would review it at the end of the month. 3 Now they're reviewing it prior, and so I'm not 4 getting as many hours that I'm scheduled, and so she 5 designate -- human resources, store managers, designate 6 what I can schedule. And so her hours, ranked No. 4 7 are less than they were, I'm sure, a year ago at this 8 time. 9 Q. Were her hours decreased after her return from 10 disability leave? 11 A. She would notice that in part because we just 12 came out of two big sales, and so it's -- as a whole, 13 the department's hours went down significantly from 14 where they were. 15 We had our two busiest sales of the summer 16 season during that time, and then from that, when she 17 returned, our business trends was significantly less. 18 Our sales results weren't as strong as we had 19 hoped so the hours designated to me were less. And so 20 her -- what she was, probably, used to, I would 21 imagine, was a good deal less. 22 Q. Were any of the other hours -- the hours for 23 your other employees, the three other employees, 24 decreased as well? 25 A. To some extent, yes. Probably not as much as</p> <p style="text-align: right;">Page 46</p>	<p>1 Can you describe what this document 2 represents? 3 A. This is our -- what we call -- 4 MS. STRAUSS: And Counsel, just before he 5 gives a description of it, I can't read all of this, 6 but it looks like there's sales volume information on 7 here. 8 That would, obviously, be pretty sensitive to 9 the company. So is it possible for us to redact that 10 on a version that gets submitted to the court reporter? 11 MS. SHAMTOUB: Yes. 12 MS. STRAUSS: So we don't have to do it -- 13 MS. SHAMTOUB: Yes. 14 MS. STRAUSS: Great. Thank you. 15 Go ahead. 16 Could you read the question back for him. 17 (The record was read by the Court 18 Reporter as follows: 19 "Q. Okay. And it's made up of -- 20 there's four pages or five pages. So 21 please feel free to thumb through all 22 of them. 23 Can you describe what this document 24 represents?") 25 THE WITNESS: This is the department schedule.</p> <p style="text-align: right;">Page 48</p>
<p>1 hers. 2 Q. And why would hers be decreased the most? 3 A. Where she ranks on the schedule. 4 MS. SHAMTOUB: So I, actually, have a -- we'll 5 mark this as an exhibit. 6 THE WITNESS: Okay. 7 MS. SHAMTOUB: Exhibit 1. 8 (Plaintiffs' Exhibit 1 was marked for 9 identification by the Court Reporter, 10 and a copy is attached hereto.) 11 BY MS. SHAMTOUB: 12 Q. And I'm going to hand you this copy, but if 13 you could please, at the end, hand it over to the court 14 reporter. 15 A. Sure. 16 Q. This may not be the best copy. 17 A. I might need a little help because my eyesight 18 is a little rough. 19 Q. I apologize for that, but if you could help me 20 out. 21 Do you recognize this document? 22 A. Yes. 23 Q. Okay. And it's made up of -- there's four 24 pages or five pages. So please feel free to thumb 25 through all of them.</p> <p style="text-align: right;">Page 47</p>	<p>1 BY MS. SHAMTOUB: 2 Q. Okay. And -- 3 A. The form I use. 4 Q. To the left side, to the column, under 5 "September" and then "Date" -- 6 A. Okay. 7 Q. -- on the first page. 8 A. Okay. 9 Q. The people that are listed, are these the 10 people that are in your department? 11 A. They are, yes. 12 Q. And can you identify which of these people is 13 the part-time person? 14 A. It would be Mike. 15 Q. Okay. So I'll put a little asterisk there. 16 A. Uh-huh. 17 Q. Now, if you would please help me out here. 18 A. Sure. 19 Q. Under each column, third row in each column is 20 divided up by VOS and NS; correct? 21 A. It's -- S is selling time. NS is non-sale, 22 and it's time worked is what that first column is. 23 It's a scheduling time to work, and I'm -- I -- yeah. 24 I don't know what those initials are. I'm sorry. 25 Q. It represents the time --</p> <p style="text-align: right;">Page 49</p>

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<p>1 A. The time they're scheduled to work.  2 Q. Okay.  3 A. So time scheduled to work, whether it's  4 selling hours or non-selling hours. That's the three  5 columns as they go over.  6 Q. So, for instance, if we can take a look at  7 Nune's --  8 A. Okay.  9 Q. -- going across.  10 Can you take a moment -- and you can take as  11 much time as you need -- to calculate how many hours  12 were assigned to Nune for this two-week period.  13 MS. STRAUSS: And object 'cause the document  14 speaks for itself, and there's no way that I could read  15 them to calculate them, but go ahead.  16 THE WITNESS: Yeah. It's -- that's what I was  17 going to say. The total -- it -- obviously, like I  18 said --  19 BY MS. SHAMTOUB:  20 Q. There's a total on the side.  21 A. It's on the side. It's on the right-hand side  22 underneath. So if I could read that correctly --  23 Q. You're quicker than I am.  24 A. That's 54.  25 Q. I didn't see that before. Okay.</p> <p style="text-align: right;">Page 50</p>	<p>1 Q. So if you can't make it out, I understand.  2 Do you know how much Nune is assigned?  3 A. I'm having a tough time reading that too. It  4 looks, like, maybe, 41 and a half hours.  5 MS. STRAUSS: Just object that the document  6 speaks for itself.  7 BY MS. SHAMTOUB:  8 Q. And do you know how many hours Adel is  9 assigned?  10 A. I'm having a tough time reading that one. I'm  11 trying to look at it to see because I know he was on a  12 little bit of a vacation at the start of it.  13 I believe it -- it's at 70, but I'm -- I  14 believe it's 70 hours.  15 Q. And can you tell me how many hours Mike is  16 assigned?  17 A. I can't read that. He's on vacation at the  18 start of it. My best estimate is probably -- I think  19 it says 25 and a half hours, but I might be -- that  20 might be -- I think that's 25 and a half.  21 Q. And then Karineh?  22 A. Karineh looks -- gosh, I can't.  23 MS. STRAUSS: Same objection. The document  24 speaks for itself. I mean, if the witness has an  25 independent recollection, that's perfectly fine, but</p> <p style="text-align: right;">Page 52</p>
<p>1 So 54 is Nune. Mike is the part-time  2 individual?  3 A. Uh-huh.  4 Q. And he's assigned 46; is that correct?  5 A. I believe so. It looks like it says 46 and a  6 half.  7 Q. What -- what ranking does Mike have?  8 A. Mike is ranked second to the department.  9 Q. What ranking does -- Adel?  10 A. Yeah, Adel.  11 Q. Adel.  12 A. He's first in the department.  13 Q. And Karineh?  14 A. Yeah, Karineh. She's third.  15 Q. Third, okay. So Karineh is given 64 hours?  16 A. In that pay -- particular pay period, yes. It  17 looks like she's at 64.  18 Q. Can we move over to the next page.  19 A. Sure.  20 Q. And the rankings, we're assuming, are staying  21 the same?  22 A. Yeah. It's consistent.  23 Q. And here, if you could just help me, it's  24 difficult for me to read.  25 A. Yeah.</p> <p style="text-align: right;">Page 51</p>	<p>1 don't guess if you can't calculate.  2 THE WITNESS: I'm sorry. I'm just having a  3 difficult time reading it. It looks like Karineh  4 worked the most hours that particular pay period.  5 BY MS. SHAMTOUB:  6 Q. And then in the lower portion of --  7 A. The first page?  8 Q. They're consistent on all pages. There's an  9 indication of early, mid and late.  10 Does that stand for the shift?  11 A. Exactly, yes.  12 Q. And how do you assign shifts to your  13 employees?  14 A. Based on -- shifts are, usually, assigned  15 based on availability, and then it's, also, in part on  16 what the need is for that particular day, depending  17 upon if there's an event, a promotion, a sale --  18 something rung during that time.  19 So I would -- you know, depending upon -- if  20 there's a lot of activity, I might have multiple  21 shifts. If there's not much activity, I might have one  22 or two shifts.  23 Q. Are there particular shifts that are more  24 preferable than other shifts?  25 A. It -- in my perspective -- and especially</p> <p style="text-align: right;">Page 53</p>

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<p>1 now -- any shift is -- has the ability to be 2 productive. As experienced as the sales crew is, any 3 particular shift can be productive. 4 Saturday is, usually, the highest foot traffic 5 day, if you're asking, but it's, also, the day with 6 most of the sales people working. So any benefit you 7 gain, you may -- I think you can take just as much 8 benefit if you're the only individual working on that 9 particular day during the week, so...</p> <p>10 Q. And has Ms. Nalbandian expressed any desire 11 for any particular shift?</p> <p>12 A. Yes. As I mentioned earlier, in part it's due 13 to, you know, some of her religious request in terms of 14 things. And then if she needed to work on specific 15 days or a couple days, certain times that she would 16 like to work, I try to take that into account.</p> <p>17 Q. So, again, you had, previously, stated that 18 there's specific days that she'd like to work, but 19 within those days, did she indicate any specific shifts 20 that she would prefer?</p> <p>21 A. On those particular days, yes. The rest of 22 the days, she's pretty open in terms of what her 23 availability is.</p> <p>24 Q. I see. So on the days that you indicated 25 before, the, I think, it was the Mondays and</p> <p style="text-align: right;">Page 54</p>	<p>1 don't remember, specifically, when it was. It was 2 probably -- she came back the middle of September. The 3 discussion, probably, would have been sometime in 4 October.</p> <p>5 I -- I'm sorry. I can't give any specific 6 date or anything like that. It would have been 7 sometime in October.</p> <p>8 Q. And what was the contents of that discussion?</p> <p>9 A. It was -- only her request if, you know -- she 10 would like to be scheduled for more hours.</p> <p>11 Q. Did she express to you, at that time, that, 12 prior to taking leave, she had had more hours?</p> <p>13 A. No. No, that wasn't any discussion in that 14 regard, no.</p> <p>15 Q. Prior to taking disability leave, did she 16 speak to you about making sure that her hours wouldn't 17 be reduced upon her return from leave?</p> <p>18 A. No. That wasn't -- yeah. That wasn't any -- 19 I mean, she took the leave to take care of her health, 20 and so the intent was to take the time she needed to be 21 healthy so that she wouldn't -- when she returned, she 22 would be available to work and not work on a limited 23 basis.</p> <p>24 Q. Did you ever indicate to her that you think 25 she should find another job?</p> <p style="text-align: right;">Page 56</p>
<p>1 Wednesdays --</p> <p>2 A. Saturdays.</p> <p>3 Q. -- and Saturdays, she's available, but only on 4 particular shifts?</p> <p>5 A. Yes. Exactly.</p> <p>6 Q. Okay.</p> <p>7 A. I just -- I just -- I wanted to try to clarify 8 that. So if I would need to schedule her on one of 9 those days, I would try to, as best I can, to 10 accommodate her schedule requests.</p> <p>11 Q. But on the other days, she's available 12 anytime?</p> <p>13 A. Correct.</p> <p>14 Q. And she hasn't otherwise indicated a 15 preference for any shift?</p> <p>16 A. Yes, correct. I try to take that -- outside 17 life to me is important. So I try to take that into 18 account as much as I can.</p> <p>19 Q. Now, following Ms. Nalbandian's return from 20 disability leave and -- did she indicate that her hours 21 were decreased?</p> <p>22 A. We had a discussion about it later, not 23 immediately upon her return, no.</p> <p>24 Q. When did you have this discussion?</p> <p>25 A. Yeah. I'm sorry. That's why I hesitated. I</p> <p style="text-align: right;">Page 55</p>	<p>1 A. No. I never, specifically, said to her 2 anything to that extent, no.</p> <p>3 Q. Have you said something to her not, 4 specifically, to that extent, similar to that, 5 conveying that idea?</p> <p>6 MS. STRAUSS: Wait. Wait. Objection. Vague 7 as to time. Ever, in the whole period she's worked for 8 him?</p> <p>9 BY MS. SHAMTOUB:</p> <p>10 Q. No. In the past six months?</p> <p>11 A. Past six months, no. No.</p> <p>12 Q. Upon her return from disability leave, did you 13 ever make any comments to her that would otherwise 14 indicate that she shouldn't work at Nordstrom?</p> <p>15 A. No. No.</p> <p>16 Q. And following Ms. Nalbandian's return from 17 disability leave, did the HR department speak to you 18 about any reduction in hours in Ms. Nalbandian -- any 19 reduction in Ms. Nalbandian's hours?</p> <p>20 A. Nothing specific to Nune, no.</p> <p>21 Q. Did they speak to you regarding any reduction 22 of hours for your employees?</p> <p>23 A. As I mentioned prior, we've -- hours have been 24 very stringent in terms of how the schedule was done. 25 And so it was -- I'm -- myself as well as the entire</p> <p style="text-align: right;">Page 57</p>

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<p>1 store, is -- we're scheduling based on trends. And so</p> <p>2 hours, for the most part are -- if your business trend</p> <p>3 if poorer, your hours are less than what they were.</p> <p>4 So -- but it wasn't specific to Nune. It</p> <p>5 wasn't specific to any individual. It was more general</p> <p>6 that we are not scheduling as many as we were last</p> <p>7 year.</p> <p>8 Q. So they never told you to increase the hours</p> <p>9 that were assigned to Nune?</p> <p>10 A. No. Increase or decrease, no.</p> <p>11 MS. SHAMTOUB: Okay. That's all the questions</p> <p>12 I have for you. If Lara has any follow-up questions</p> <p>13 for you then.</p> <p>14 MS. STRAUSS: I do not have any questions. We</p> <p>15 just would ask to reserve the right to make any changes</p> <p>16 to the deposition transcript.</p> <p>17 THE WITNESS: Okay.</p> <p>18 MS. STRAUSS: And then if we could just</p> <p>19 clarify for the record. I don't think you need this,</p> <p>20 but the portion that would be redacted would include</p> <p>21 the five lines with all of the numbers in them under --</p> <p>22 THE WITNESS: It's HM -- it's HMCYS, that's</p> <p>23 how much can you sell.</p> <p>24 MS. STRAUSS: Great.</p> <p>25 THE WITNESS: That's underneath "managers," so</p> <p style="text-align: right;">Page 58</p>	<p>1 MS. SHAMTOUB: And then stipulate to relieve</p> <p>2 the court reporter of their (sic) duty.</p> <p>3 MS. STRAUSS: With respect to the retention of</p> <p>4 the original transcript, I do.</p> <p>5 And if it's, also, possible to redact these</p> <p>6 last numbers at the bottom if you don't need them, I'd</p> <p>7 prefer that too.</p> <p>8 MS. SHAMTOUB: That's not a problem at all.</p> <p>9 MS. STRAUSS: So we'll also redact of the</p> <p>10 version of the document that we were just looking at,</p> <p>11 the numbers that are at the bottom of the table.</p> <p>12 THE WITNESS: It says "Department SBH."</p> <p>13 MS. STRAUSS: "Department SBH."</p> <p>14 Thank you, Counsel. And otherwise, so</p> <p>15 stipulated.</p> <p>16 MS. SHAMTOUB: Yes. Okay.</p> <p>17 MS. STRAUSS: A copy for everything today,</p> <p>18 thanks.</p> <p>19 (Whereupon, the proceedings recessed at</p> <p>20 the hour of 3:23 p.m.)</p> <p style="text-align: right;">Page 60</p>
<p>1 right underneath my name.</p> <p>2 MS. SHAMTOUB: Okay. Mr. Bodaken, the</p> <p>3 original of the transcript will be sent to your</p> <p>4 attorney.</p> <p>5 THE WITNESS: Okay.</p> <p>6 MS. SHAMTOUB: Your attorney -- you'll have</p> <p>7 15 days to review the transcript. At that time, you</p> <p>8 could make any of the changes that we spoke of</p> <p>9 before --</p> <p>10 THE WITNESS: Okay.</p> <p>11 MS. SHAMTOUB: -- if you think it's necessary.</p> <p>12 If not, you'll just sign. Your attorney will</p> <p>13 have five days to notify us of any changes made to the</p> <p>14 deposition transcript.</p> <p>15 If we don't receive notice within five days,</p> <p>16 then we'll assume that no changes have been made to the</p> <p>17 transcript, and that the original has been signed by</p> <p>18 you.</p> <p>19 THE WITNESS: Okay.</p> <p>20 MS. SHAMTOUB: The original will be maintained</p> <p>21 at your attorney's office, who will then produce that</p> <p>22 at the time of trial. If the original is unavailable</p> <p>23 or destroyed, then a certified copy could be used in</p> <p>24 lieu thereof.</p> <p>25 THE WITNESS: Okay.</p> <p style="text-align: right;">Page 59</p>	<p>1 I certify or declare under</p> <p>2 declaration under penalty of perjury</p> <p>3 that the foregoing testimony is true</p> <p>4 and correct.</p> <p>5</p> <p>6 Executed this ____ day of</p> <p>7 _____,</p> <p>8 2011, at _____,</p> <p>9 California.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 _____</p> <p>15 MATTHEW BODAKEN</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 61</p>

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## Deposition of Matthew Bodaken

<p>1 STATE OF CALIFORNIA    ) 2        )ss COUNTY OF LOS ANGELES    ) 3 4        I, WILLIE ANDERSON, JR., Certified Shorthand 5 Reporter qualified in and for the State of California, 6 do hereby certify: 7        That the foregoing transcript is a true and 8 correct transcription of my original stenographic 9 notes. 10       I further certify that I am neither attorney or 11 counsel for nor related to or employed by any of the 12 parties to the action in which this proceeding was 13 taken; and furthermore, that I am not a relative or 14 employee of any attorney or counsel employed by the 15 parties hereto or financially interested in the action. 16       IN WITNESS WHEREOF, I have hereunto set my hand 17 this _____ day of _____, 2011. 18 19 20 21 22       _____ WILLIE ANDERSON, JR. 23       CSR No. 13385 24 25</p> <p style="text-align: right;">Page 62</p>	

Gina Balasanyan vs. Nordstrom, Inc.

Deposition of Matthew Bodaken

1 I certify or declare under  
2 declaration under penalty of perjury  
3 that the foregoing testimony is true  
4 and correct.

5  
6 Executed this 24 day of  
7 December,  
8 2011, at Chandler,  
9 California.

10  
11  
12  
13   
14

15 MATTHEW BODAKEN  
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1 STATE OF CALIFORNIA )

2 ) ss

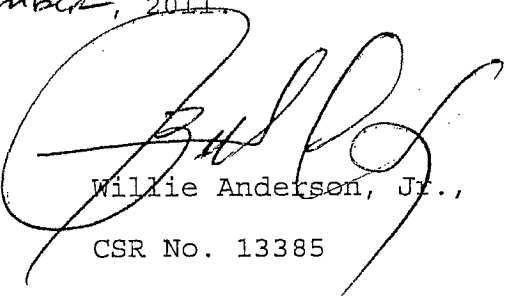
3 COUNTY OF LOS ANGELES )

4 I, Willie Anderson, Jr., Certified Shorthand Reporter  
5 qualified in and for the State of California, do hereby  
6 certify:

7 That the foregoing transcript is a true and  
8 correct transcription of my original stenographic notes.

9 I further certify that I am neither attorney or  
10 counsel for, nor related to or employed by any of the parties  
11 to the action in which this proceeding was taken; and  
12 furthermore, that I am not a relative or employee of any  
13 attorney or counsel employed by the parties hereto or  
14 financially interested in the action.

15 IN WITNESS WHEREOF, I have hereunto set my hand  
16 this 5<sup>th</sup> of December, 2011.

17  
18   
19 Willie Anderson, Jr.,

20 CSR No. 13385  
21  
22  
23  
24  
25



## NORDSTROM

Men's Clothing\_Sep11\_Schedule.xls | Pay Period 16 - EOM

PRINTED ON 6/27/2011

September	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Totals
DATE	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Store Hours / Events / Goals	10-9	10-8	11-7 Ende Reward unit	10-8	10-9	10-9	10-9	10-9	10-8	11-7	10-9	10-9	10-9	10-9	10-8	
NAME add	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	
Adel	PTD 1.5	12.5d 1.0	10.7 1.0	9.0 1.5	12.4 2.0				10.5 1.5	12.5d 2.0	PTD					10.5
Mike		12.5 1.0	10.5 1.0		9.0 1.5			12.4 2.0		10.5 1.5	PTD					10.5
Karlsoh		12.5 1.0		12.5 2.0	12.5 2.0	12.5 2.0	12.5 2.0				11.0 1.5	12.5 2.0	12.5 2.0	12.5 2.0		10.5
Nune	PTD	12.4 2.0	12.4 2.0			12.4 2.0		12.4 2.0	12.4 2.0	12.4 2.0			12.4 2.0		12.4 2.0	10.5
																0.0
																0.0
Early																0.0
Alt																0.0
Late																0.0
SUPPORT add	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	
																0.0
MANAGERS add	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	
Math	11 2.0	PTD		11 2.0	2.0 2.0		11 2.0	11 2.0	11 2.0		11 2.0	11 2.0	11 2.0	11 2.0	11 2.0	11.5
																0.0
MACYS Volume																0.0
Alt Volume																0.0
Crew Volume																0.0
Inc/Dec																0.0
LY Volume																0.0
Total Sell Hours	1.5	28.0	20.5	16.5	21.5	14.5	13.5	14.5	23.0	14.5	9.5	12.5	14.5	13.5	9.5	235.0
Alt Sell Hours	2.0	0.0	0.0	2.0	2.0	0.0	2.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	16.5
Crew Sell Hours	1.5	28.0	20.5	14.5	18.5	14.5	11.5	12.0	21.0	14.5	7.5	11.5	14.5	11.5	7.5	215.0
Support Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total NS Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Regd SPH																0.0
Alt SPH																0.0
Crew SPH																0.0
JRN TYPE	TY Payroll \$	TY Hours														0.0
Working Hours		215														0.0
Working DF																0.0
Support																0.0
Support DF																0.0

AVERAGE HOURLY SUPPORT RATE  
AVERAGE NON-SELL RATE  
PAID NON-SELL RATE

Service

Payperiod 1-15 % Inc/Dec  
Payperiod 16-EOM % Inc/Dec  
Total Month % Inc/Dec

0.00  
-1.25  
-2.50

## NORDSTROM

Transferring Clerk's Schedule (Pay Period 10 - EOM)

PRINTED ON 10/13/2011

October DATE	Sunday 16	Monday 17	Tuesday 18	Wednesday 19	Thursday 20	Friday 21	Saturday 22	Sunday 23	Monday 24	Tuesday 25	Wednesday 26	Thursday 27	Friday 28	Saturday 29	Sunday 30	Monday 31	Totals
Store Hours / Events / Goals	11-7 Joseph Altobelli event	10-9	10-9	10-9	10-9	10-5	10-8	11-1	10-8	10-9	10-8	10-9	10-9	10-8	11-7	10-8	
NAME	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	
Adel	11.3/7 6.5	PTO				PTO	PTO	PTO		12.3/8 7.0	1/d 7.5		9.2/5.3 7.8	11.3/7 7.8	11.3/7 7.8	1/d 7.5	53.5
Mike	10.3/8 6.5		5/d 4.5		5/d 4.5		12/d 7.5	12.3/7 7.0		5/d 4.5		5/d 4.5		PTO	10.3/6 6.5		45.5
Karineh		1/d 7.5	12.3/8 7.8	9.2/5.3 7.5	9.2/5.3 7.0		10.3/7.5 3.0	11.3/8 7.0	1/d 7.5			12.3/8 7.0	1/d 7.5	10.3/7.5 8.0		9.2/5.3 7.8	81.0
Nune	<del>11.3/7 6.5</del>	<del>PTO</del>	<del>12.3/8 7.8</del>	<del>9.2/5.3 7.5</del>	<del>9.2/5.3 7.0</del>	<del>PTO</del>	<del>10.3/7.5 3.0</del>	<del>11.3/8 7.0</del>	<del>1/d 7.5</del>	<del>PTO</del>	<del>12.3/8 7.0</del>	<del>1/d 7.5</del>	<del>10.3/7.5 8.0</del>	<del>9.2/5.3 7.8</del>	<del>PTO</del>	<del>11.3/7 7.8</del>	71.0
																	8.0
																	6.0
																	6.0
																	0.9
Early																	
Mid																	
Late																	
SUPPORT	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	6.8
																	6.0
MANAGERS	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	
Matt		9.2 2.0			10.3 2.0	10.3 2.0	PTO		PTO	PTO		PTO	PTO	PTO		PTO	86.5
																	6.0
HMCTS Volume																	
Mgmt Volume																	
Crew Volume																	
% Inc/Dec																	
LY Volume																	
Total Sell Hours	19.5	9.5	13.5	15.0	11.5	9.5	23.0	14.0	15.0	18.0	14.5	18.5	14.5	33.5	20.0	14.5	254.5
Mgmt Sell Hours	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	86.5
Crew Sell Hours	19.5	7.5	11.5	15.0	11.5	7.5	23.0	14.0	15.0	18.0	14.5	18.5	14.5	33.5	20.0	14.5	248.0
Support Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.8
Total NS Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.9
Dept SPH														122	1249	1226	1261
Agent SPH															50	50	123
Crew SPH															1249	1226	1256
EARN TYPE	TY Payroll \$	TY Hours															
Selling Hours		248															
Selling OT																	
Support	0	0															
Support OT																	
Non-Sell	0	0															
Commissions	0																
Paid Holiday	0																
Worked Holiday	0																
SUB TOTAL	0	248															
Altdraw																	
GRAND TOTAL	0	248															

AVERAGE MONTHLY SUPPORT RATE  
 AVERAGE NON-SELL RATE  
 PAID HOLIDAY RATE  
 WORKED HOLIDAY RATE  
 DEPARTMENT COMMISSION %

THIS YEAR MONTH END SELLING COST  
 Payroll \$ Divided by TY Projected Volume  
 LAST YEAR MONTH END SELLING COST

DEPARTMENT

PTR GROUP:

PAY PERIOD:

Service

Teamwork

Productivity

Mens Clothing

Men's Clothing

October 16 - EOM, 2011

PTR Range

Rating 3 Low

\$259

Rating 2 Low

\$194

Payperiod 1-15 % Inc/Dec  
 Payperiod 16-EOM % Inc/Dec  
 Total Month % Inc/Dec

-12%  
 -12%  
 -1%

Crew SPH Total Key:

Above PTR 2

Within PTR 2

Below PTR 2



Mens\_Clothing\_Nov11\_Schedule.xls | Pay Period 16 - EOM

PRINTED ON 10/20/2011

## Exhibit 7

## NORDSTROM

Nens\_Clothing\_Nov11\_Schedule.xls | Pay Period 1 - 15

PRINTED ON 10/20/2011

November DATE	Tuesday 1	Wednesday 2	Thursday 3	Friday 4	Saturday 5	Sunday 6	Monday 7	Tuesday 8	Wednesday 9	Thursday 10	Friday 11	Saturday 12	Sunday 13	Monday 14	Tuesday 15	Totals
Store Hours / Events / Goals	10-6	9-10 Noon Half Yearly Sale	10-9	10-9	10-9	11-8 Daylight Savings	10-9	10-9	10-9	10-9	10-8	10-8	11-7	10-9	10-9	
NAME	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	VO S NS	
Adel	/	3/d 7.5	/	12/d 7.0	1/d 7.5	11.3/d 7.5	1.3/d 7.0	/	/	/	11/d 8.0	11.3/d 8.0	11.3/d 6.5	1.3/d 7.0	/	66.0
Mike	5/d 4.5	/	5/d 4.5	5/d 4.5	10.7 3.0	10.3/d 7.5	/	5/d 4.5	/	5/d 4.5	/	9.5/d 6.0	10.3/d 6.0	/	5/d 4.5	97.5
Karineh	12/d 7.0	10/d 7.0	9.5/d 6.5	/	11.3/d 8.0	/	12/d 7.0	9.5/d 7.0	11/d 7.5	/	11/d 7.5	10.3/d 7.0	/	12/d 7.0	9.5/d 7.0	79.5
Nune	9.5/d 7.0	11/d 7.0	12/d 7.0	9.5/d 7.0	/	12.3/d 7.0	/	/	9.5/d 7.5	12/d 7.0	/	PTO	12/d 6.5	/	/	91.0
					Dark 1 hour SOS Sight											0.0
																0.0
																0.0
Early	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	0.0
Mid	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	0.0
Late	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	0.0
SUPPORT	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	VO NS	0.0
MANAGERS	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	VO S	0.0
Matt	PTO	7.5 0.0	0/d 0.0	/	8.5 2.0	/	8.5 2.0	11/d 2.0	/	8.5	8.5 2.0	PTO	/	8.5 2.0	11/d 2.0	66.5
HMCYS Volume																0.0
Mgmt Volume																0.0
Crew Volume																0.0
14 Inc/Dcc																0.0
LY Volume																0.0
Total Sell Hours	18.5	21.5	18.0	18.5	25.5	22.0	16.0	12.5	15.0	11.5	17.5	24.0	23.0	16.0	13.5	271.0
Mgmt Sell Hours	0.0	0.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	2.0	29.0
Crew Sell Hours	18.5	21.5	18.0	18.5	23.5	22.0	14.0	11.5	15.0	11.5	15.5	24.0	23.0	14.0	11.5	250.0
Support Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total HRS Hours	37.0	43.0	36.0	37.0	48.0	44.0	30.0	24.0	30.0	23.0	33.0	48.0	46.0	30.0	24.5	520.0
Dept SPH																0.0
Mgmt SPH																0.0
Crew SPH																0.0
EARN TYPE	TY Payroll	TY Hours														\$219
Selling Hours	259	259														
Selling OT																
Support	0	0														
Support OT																
Non-Sell	0	0														
Commissions	0	0														
Paid Holiday	0	0														
Worked Holiday	0	0														
SUB TOTAL	0	259														
Misdraw																
GRAND TOTAL	0	259														

AVERAGE HOURLY SUPPORT RATE

AVERAGE NON-SELL RATE

PAID HOLIDAY RATE

WORKED HOLIDAY RATE

DEPARTMENT COMMISSION %

THIS YEAR MID-MONTH SELLING COST 0.00%

LAST YEAR MID-MONTH SELLING COST

Service

Teamwork

Productivity

DEPARTMENT Men's Clothing

PTR GROUP: Men's Clothing

PAY PERIOD: November 1-15, 2011

Crew SPH Total Key:

Above PTR 2

Within PTR 2

Below PTR 2

PTR Range

Rating 3 Low \$271

Rating 2 Low \$203



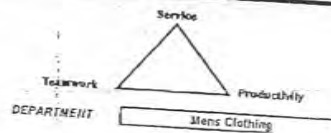
## NORDSTROM

MensClothing\_Oct11\_Schedule.xls | Pay Period 1 - 15

PRINTED ON 9/26/2011

October DATE	Saturday 1	Sunday 2	Monday 3	Tuesday 4	Wednesday 5	Thursday 6	Friday 7	Saturday 8	Sunday 9	Monday 10	Tuesday 11	Wednesday 12	Thursday 13	Friday 14	Saturday 15	Totals
Store Hours / Events / Goals	10-8	11-7	10-9	10-8	10-8	10-8	10-8	10-8 Holiday (From another)	10-8 Holiday (From another)	10-8 Holiday (From another)	10-8	10-8	10-8	10-8	10-8	
NAME	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	96d	
Adel	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Mike	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Karlneh	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Nene	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Early	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Late	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
SUPPORT	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
MANAGERS	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
Mail	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	10-8	
WCYS Volume																
Agent Volume																
Crew Volume																
1 Int/Dec																
Y Volume																
Self Sell Hours	20.5	20.5	18.5	18.5	14.5	14.5	20.5	20.5	19.5	18.0	18.5	14.5	18.5	20.5	24.0	287.5
Agent Sell Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Crew Sell Hours	23.5	20.5	18.5	18.5	14.5	14.5	20.5	20.5	19.5	18.0	18.5	14.5	18.5	20.5	24.0	287.5
Support Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Self Sell Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPH																
Agent SPH																
Crew SPH																
SP TYPE																
Reg Hours	TY Payroll \$	TY Hours														
Reg OT																
Support																
Support OT																
Self																
Commission																
Holiday																
Ind Holiday																
TOTAL	0	253														

AVERAGE HOURLY SUPPORT RATE  
 AVERAGE NON-SELL RATE  
 PAID HOLIDAY RATE  
 WORKED HOLIDAY RATE  
 DEPARTMENT COMMISSION %



Crew SPH Total Keys  
 Above PTR 2  
 Within PTR 2  
 Below PTR 2

PTR Range